

DRAFT

INVITATION TO NEGOTIATE

for

MEDICAL DIRECTION SERVICES

ITN Number BC-05-13-03-40

BOARD OF COUNTY COMMISSIONERS

LEON COUNTY, FLORIDA

ITN Title: Invitation To Negotiate for Medical Direction Services
Proposal Number: BC-05-13-03-40
Opening Date: Tuesday, May 13, 2003 @ 2:00 PM

INVITATION

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Leon County, Florida (hereinafter referred to as the "County") is soliciting written replies from qualified vendors interested in participating in competitive negotiations to establish a term contract to medical direction services for Emergency Medical Services in Leon County. The Medical Director shall provide professional medical care for all emergency-response patients in Leon County and shall assist in and share the responsibility for the establishment of high standards of medical care; be accountable to Leon County for the administration of such standards of medical care; and assist Leon County in the general management and supervision of operations and the training of EMS medical personnel.

It is anticipated that the term of the agreement will for a term of three (3) years, commencing July 1, 2003 and ending at midnight, June 30, 2006. The agreement may be renewed for up to two (2) consecutive three (3)-year periods after the initial term.

The County intends to execute a contract with the responsive and responsible Vendor whose proposal is recommended by the Evaluation Committee and determined by the Board of County Commissioners to provide the best value to the County.

CONTRACT RENEWAL

This contract may be renewed for up to two (2) additional three-year periods. Renewals shall be contingent upon satisfactory performance evaluations by the County and subject to the availability of funds. Renewal of the contract shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract.

SCOPE OF SERVICES/SPECIFICATIONS

Details of the desired commodity/services, information and items to be furnished by the Vendor are described in Exhibit "A", Scope of Services/Specifications, attached hereto and made a part hereof.

ITN QUESTIONS & ANSWERS

Any technical questions arising from this Invitation to Negotiate must be forwarded, in writing, to the purchasing agent identified below. In order for technical questions to be answered in a timely fashion, technical questions must be received no later than 5:00 PM on Friday, May 2, 2003. There is no deadline for contract or administrative questions.

The County's written response to written inquiries submitted timely by interested Vendors will be posted on the Leon County Purchasing Division website, www.co.leon.fl.us (click on "E-GOV", click on "Purchasing On-Line", and then on the "Addendum" tab in the left hand column) as an addendum under this ITN number. It is the responsibility of all interested vendors to monitor this site for any changing information prior to submitting their reply.

Only written inquiries from interested vendors, which are signed by persons authorized to contractually bind the vendors, will be recognized by the County as duly authorized expressions on behalf of the vendors

WRITTEN TECHNICAL QUESTIONS should be submitted to:

Keith M. Roberts, Purchasing Director
keith@mail.co.leon.fl.us
2284 Miccosukee Road, Tallahassee, Florida 32308
Telephone number: 850 488-6949

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Fax number: 850 922-4084

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RESERVATIONS

The County reserves the right to reject any and all replies received pursuant to this Invitation to Negotiate, if the County determines such action is in the best interest of the County. The County reserves the right to waive minor irregularities in submitted replies.

HOLD HARMLESS

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

SUBMISSION OF SEALED REPLY: (DO NOT FAX)

Replies must be submitted in a sealed envelope/package that should be labeled with the number and the opening date and time. Sealed replies will be received until 2:00 PM local time, Tuesday, May 13, 2003. Replies received after that time and date will not be considered.

OPENING OF SEALED REPLIES

The sealed replies will be opened by the County's Purchasing Office personnel at 2:00 PM, Tuesday, May 13, 2003, in the Purchasing Bid Room, 2284 Miccosukee Road, Tallahassee, Florida. All reply openings are open to the public.

PROPOSED NEGOTIATION PROCESS

- Step 1** Interested vendors must complete and return the following forms, to the "Purchasing Agent" identified on the cover page, by 2:00 PM local time, Tuesday, May 13, 2003.
1. Leon County "ITN Acknowledgment Form", completed and signed
 2. "QUALIFICATIONS QUESTIONNAIRE" with additional sheets as needed to address and respond to all questions completely
 3. Technical proposal: one (1) original and five (5) copies are requested
- Step 2** The Evaluation Committee, composed of at least three members, will evaluate the replies received timely with the intention of selecting the best-qualified vendors to proceed to Step 3 and participate in the Competitive Negotiations. The "short-list" selection will be posted as stated herein.
- Step 3** The vendors selected will each be scheduled to meet with the Evaluation Committee to provide an oral technical presentation of their firm's capabilities and approach to the Scope of Services. These oral presentations will be used to clarify the information submitted with each vendor's "Qualifications Questionnaire" and improve understanding about the County's needs and expectations. After each oral presentation, the Evaluation Committee will complete a written summary evaluation of each vendor's technical approach and capabilities. It is anticipated that the oral presentations will be given during May 26 and 27, 2003.

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- Step 4** The Evaluation Committee will review the summary evaluations and rank the vendors, in order of preference, based on their technical approach and capabilities.
- Step 5** The ranking will be posted as stated herein, stating the County's intent to negotiate and award a contract to the highest ranked vendor that reaches an acceptable agreement with the County.
- Step 6** Once the posting period has ended, the Evaluation Committee will undertake negotiations with the first-ranked vendor until an acceptable contract is agreed upon, or it is determined an acceptable agreement cannot be reached with such vendor. If negotiations fail with the first-ranked vendor, negotiations may begin with the second-ranked vendor, and so on until there is an agreement on an acceptable contract. The County reserves the option to resume negotiations that were previously suspended.

CRITICAL EVENT DATES

These are tentative dates for critical events, and are subject to change.

Friday, May 2, 2003	Deadline for Technical Questions
Tuesday, May 13, 2003	Sealed Replies are due
Tuesday, May 13, 2003	Sealed Replies will be opened.
May 20, 2003	The Evaluation Committee will evaluate the Replies and select the best qualified vendors.
May 26 & 27, 2003	The short-listed vendors will be scheduled to provide oral presentations.
May 28, 2003	The Evaluation Committee will start negotiations with the first ranked vendor.
June 10, 2003	The recommendation and negotiate agreement will be presented to the board of County Commissioners.

POSTING

The County's short list and rankings will be posted on the Leon County website at www.co.leon.fl.us under the Purchasing Division page (click on "E-GOV", click on "Purchasing On-Line", and then on the "Addendum" tab in the left hand column. The information will be listed under this ITN number, and will remain posted for a period of seventy-two (72) hours. The County will provide, by mail, fax, and/or telephone, notice of posting dates and times to all participating vendors.

The recommended award and contract will be posted as an agenda item on the County website (listed above) on the Thursday preceding the Tuesday meeting of the Board of County Commissioners.

PROTEST

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended

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recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of replies, the contents of the replies will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

QUALIFICATIONS

Interested vendors must complete and submit the "Qualifications Questionnaire" to show that they have the necessary qualifications and experience in providing Medical Direction Services, as specified in the Scope of Services/Specifications. The replies to the "Qualifications Questionnaire", and the information provided by the vendors in their submittals, will be reviewed and evaluated to determine the best qualified vendors to short list and proceed to Step 3 of the Negotiation process.

AUTHORIZED TO DO BUSINESS IN THE STATE OF FLORIDA

Foreign corporations and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

LICENSED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA

If the business being provided requires that individuals be licensed by the County of Business and Professional Regulation, such licenses should be obtained by the sealed reply due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

REVIEW OF FACILITIES AND QUALIFICATIONS

After the sealed reply due date and prior to contract execution, the County reserves the right to perform or have performed, an on-site review of the vendor's facilities and qualifications. This review will serve to verify data and representations submitted by the vendor and may be used to determine whether the vendor has an adequate, qualified, and experienced staff, and can provide overall management facilities. The review may also serve to verify whether the vendor has financial capability adequate to meet the contract requirements. Should the County determine that the reply has material misrepresentations or that the size or nature of the vendor's facilities or the number of experienced personnel (including technical staff) are not adequate to ensure satisfactory contract performance, the County has the right to reject the reply.

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COPYRIGHTED MATERIAL

Copyrighted material will be accepted as part of a sealed reply only if accompanied by a waiver that will allow the County to make paper and electronic copies necessary for the use of County staff and agents. It is noted that copyrighted material is not exempt from the Public Records Law, Chapter 119, Florida Statutes. Therefore, such material will be subject to viewing by the public, but copies of the material will not be provided to the public.

CONFIDENTIAL MATERIAL

The vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Negotiate, Number _____ - Confidential Material". The vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the vendor asserts to be exempt from public disclosure and placed elsewhere in the reply will be considered waived by the vendor upon submission, effective after opening.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, in an amount of five percent (5%) of the bid price for purchases under \$250,000, and two percent (2%) of the bid price for purchases \$250,000 and above. The maximum cost differential shall not exceed \$20,000. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.
2. Local business definition. For purposes of this section, "local business" shall mean a business which:
 - a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
 - b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and
 - c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.
3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

MINORITY BUSINESS ENTERPRISE PARTICIPATION

It is the policy of the Leon County Board of County Commissioners to institute and maintain an effective

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Minority/Women Business Enterprise Program. This program shall

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1. Eliminate any policies and/or procedural barriers that inhibit M/WBE participation in our procurement process.
2. Established goals designed to increase M/WBE utilization.
3. Provide increased levels of information and assistance available to M/WBEs.
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors.

The successful vendor is encouraged to maximize M/WBE participation in the provision of services through subcontracting opportunities or in the purchase of goods and supplies.

For additional information regarding Leon County's Minority Business Enterprise Policy or any technical assistance, please contact Agatha Muse-Salters, Leon County M/WBE Director, at (850) 488-7509; FAX (850) 487-0928; E-mail saltersa@mail.co.leon.fl.us. The M/WBE Office will provide a listing of certified M/WBEs available to assist bidder(s) in achieving the indicated goals.

Required as part of the submittal for this ITN, all vendors are required to complete an M/WBE Participation statement acknowledging the Leon County M/WBE policy, documenting any and all efforts made to obtain MBE/WBE participation, and the level of MBE/WBE participation achieved. In addition, non-MBE bidding firms unable to achieve the requested MBE/WBE participation percentage shall further demonstrate, through a statement of "good faith," that every reasonable effort has been made to achieve the requested percentage. Any "Good Faith Statement" provided by a bidder shall follow the requirements of the Florida Statutes for good faith. M/WBE firms must provide proof of their certification.

The Contractor shall establish a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

CONTRACTUAL OBLIGATIONS

The Vendor will be required to ensure that each individual, partnership, firm or corporation that is part of the Vendor team, by subcontract, will be subject to, and comply with, the following contractual requirements:

A. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two (currently \$25,000) for a period of 36 months following the date of being placed on the convicted vendor list. A Public Entity Crimes Statement is enclosed for completion and submission as part of your response.

B. Unauthorized Aliens

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall

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be cause for unilateral cancellation of the contract.

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C. Discrimination

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Insurance

Vendor's attention is directed to the insurance requirements below. Vendors should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's reply.

1. **Minimum Limits of Insurance** Contractor shall maintain limits no less than:

- a. General Liability: Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Premises/Operations, products/Completed Operations, and Personal Injury covering no less than the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, and property damage of not less than One Million and 00/100 (\$1,000,000.00) Dollars per occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Coverage shall be on an "occurrence" basis.
- b. Automobile Liability: One Million and 00/100 (\$1,000,000.00) Dollars combined single limit per accident for bodily injury and property damage. **(Non-owned, Hired Car).**
- c. Workers' Compensation Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. **Waiver of Subrogation in lieu of Additional Insured will suffice.**
- d. Professional Liability and Medical Malpractice Insurance, including errors and omissions, for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.

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- e. Umbrella coverage of One Million and 00/100 (\$1,000,000.00) Dollars combined single limit.
- 2. **Deductibles and Self-Insured Retentions** Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 3. **Other Insurance Provisions** The policies are to contain, or be endorsed to contain, the following provisions:
 - a. **General Liability and Automobile Liability Coverages (*County is to be named as Additional Insured*).**
 - 1. The County, its officers, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 - 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. Contractor hereby waives subrogation rights for loss or damage against the county.
 - 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
 - 4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.
 - 5. Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles with are all at the sole responsibility and risk of Contractor.
 - b. **All Coverages**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- 4. **Acceptability of Insurers** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- 5. **Verification of Coverage** Contractor shall furnish the County with certificates of insurance

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and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

6. **Subcontractors** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

E. Performance Bond

A Performance Bond is not required for this project.

F. Audits, Records, And Records Retention

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

G. Monitoring

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this

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contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

COSTS INCURRED IN RESPONDING

This Invitation to Negotiate does not commit the County or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of a reply or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

AWARD OF THE CONTRACT

The County will execute a written agreement with the awarded Vendor, which will include the final negotiated terms, conditions, specifications, and prices.

ETHICAL BUSINESS PRACTICES

- A. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

ATTACHMENTS

- a) Exhibit "A", Scope of Services or Commodity Specifications
- b) Exhibit "B", Standard Written Agreement

FORMS

- a) Leon County "Invitation to Negotiate Acknowledgment Form"
- b) QUALIFICATIONS QUESTIONNAIRE
- c) Public Entity Crimes Statement
- d) MWBE Utilization Certification Form
- e) Drug Free Workplace Statement
- f) Certification regarding Debarment and Other Responsibility Matters

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INVITATION TO NEGOTIATE ACKNOWLEDGMENT FORM

The Board of County Commissioners, Leon County, reserves the right to accept or reject any and/or all replies in the best interest of Leon County.

Keith M. Roberts
Purchasing Director

Tony Grippa
Chairman

I certify that this reply is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for this Invitation to Negotiate and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this negotiation and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the Invitation to Negotiate, including but limited to, certification and licensing requirements. In conducting negotiations with Leon County, respondent offers and agrees that if this negotiation is accepted, the respondent will convey, sell, assign, or transfer to Leon County, Florida all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Leon County. At the County's discretion, such assignment may be made and become effective at the time the County tenders final payment to the respondent.

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

BY

(Authorized Representative's Signature)

(Printed or Typed Name)

(Authorized Representative's Title Typed)

VENDOR NAME

ADDRESS

TELEPHONE

FAX

QUALIFICATIONS QUESTIONNAIRE
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Vendor: _____

Submitted by: _____ Signed: _____ Date: _____
Name Printed Signature

1. Please provide the following information about your company:
 - a. Name of individual, firm or Joint Venture, business address, office location (if different), and the name and title of the Contact Person for this ITN including mailing address, express mail address (if different), telephone and fax numbers.
 - b. Federal Identification Tax Number or Social Security Number.
 - c. If a firm or joint venture, the age of the firm(s), a brief company history, and average number of employees over the past five years. If an individual, provide a detailed resume.
 - d. Provide comprehensive listing of all licenses, certifications, and specialized training relating to the provision of medical services with particular attention to emergency services. Medical Director shall document that he/she is a physician (M.D. or D. O.) with a duly unencumbered license to practice medicine in the State of Florida.
2. Provide a list of programs, if any, to which you currently supply Medical Direction services.
3. Provide documentation that demonstrates experience in pre-hospital care and shall document board certification in Emergency medicine by the American Board of Emergency of Emergency Medicine.
4. Medical Director shall provide documentation of substantial knowledge of the training, protocols, and quality assurance programs of pre-hospital advanced life support systems.
5. Medical Director shall possess and provide documentation of a current ACLS Provider card.
6. Medical Director shall provide documentation to registration with the U. S. Department of Justice, Drug Enforcement Administration to provide the EMS program with the ability to acquire the medications, fluids, and controlled substances necessary for its treatment protocols. Medical Director shall ensure adherence, at all times, to all policies, procedures and directives dealing with the security and handling of controlled substances, medications, and fluids.
7. Medical Director shall provide documentation of insurance coverage as specified in specimen agreement attached.
8. Names of any customers (for Medical Direction Services) that have discontinued business relationships with your organization in the last three years and reasons for terminating business.
9. Please list your organizational structure specifying key contacts for administrative and operational issues.
10. Proposers must include a detail of the pricing model to be used.
11. It is Leon County's intention to select a vendor by June 10, 2003 and begin operations under the agreement on July 1, 2003. Please comment on your ability to be operational on July 1, 2003.
12. Describe any other value-added services or programs you offer.

EXHIBIT A

Scope of Services

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Leon County Emergency Medical Services Program Medical Director

It is the intent of Leon County to have Emergency Medical Services medical direction readily available to emergency-response patients in Leon County. The Medical Director shall provide professional medical care for all emergency-response patients in Leon County. He shall assist in and share the responsibility for the establishment of high standards of medical care, be accountable to Leon County for the administration of such standards of medical care, and assist Leon County in the general management and supervision of operations and the training of EMS medical personnel.

The Medical Director shall be available 24 hours a day, 7 days a week, personally or by using acceptable, medically established standard protocols or procedures which shall be used to advise, resolve problems, clarify system conflicts, and services in an emergency

to Emergency Medical Technicians and Paramedics as outlined in Chapter 252.34(3) Florida Statutes. The Medical Director shall develop policies governing every part of the EMS program affecting patient care including:

1. **Certification and Recertification.**
These standards shall include requirements for training, State and National certifications, orientation, continuing education, and testing for local certification of dispatchers, paramedics, emergency medical technicians, On-Line Medical Control staff, and wheelchair transport personnel.
2. **Clinical Protocols and Medical Operations Manual.**
The Medical Director shall conduct an annual comprehensive review of all protocols of the EMS program, including those for pre-arrival instruction, priority dispatch, on-scene medical authority, disaster and triage, treatment, transport mode destination, and hospital bypass. In conducting the review, the Medical Director shall take into consideration the results of medical audits, review of medical literature, and input from field personnel and Interested physicians.
3. **Equipment and Supplies.**
The Medical Director shall develop and update an inspection checklist and documentation form that shall be used for inspecting the on-board medical equipment of all EMS program First Responder vehicles and of ambulances. The Medical Director shall make an annual comprehensive review of all medical equipment used in the EMS program for potential changes. This equipment review may be conducted in conjunction with the protocol review and revision process.
4. **Establishment of Quality Assurance Committee.**
The Medical Director shall establish a Quality Assurance Committee pursuant to the Provisions of Chapter 401.26, Florida Statutes, which committee shall serve as an Emergency Medical Review Committee.
5. **Audits of Clinical Performance.**
The Medical Director shall establish procedures for routine auditing of EMS medical care program performance. The Medical Director may also conduct special audits in response to feedback from patients, families, and the general public, or at the request of the Director of the EMS program.

Qualifications/Requirements:

It is the responsibility of the prospective responder to meet, know and understand each requirement associated with the Medical Director qualifications/requirements as specified in Chapters 401.265, 252.34(3), 499, and 893 Florida Statutes and 64E-2.004, 64E-2.016, 64E-2.037, Florida Administrative Code.

Medical Director shall provide documentation that demonstrates experience in pre-hospital care and shall

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document board certification in Emergency medicine by the American Board of Emergency of Emergency Medicine.

Medical Director shall document that he/she is a physician (M.D. or D. O.) with a duly unencumbered license to practice medicine in the State of Florida.

Medical Director shall provide documentation of substantial knowledge of the training, protocols, and quality assurance programs of pre-hospital advanced life support systems.

Medical Director shall possess and provide documentation of a current ACLS Provider card.

Medical Director shall provide documentation to registration with the U. S. Department of Justice, Drug Enforcement Administration to provide the EMS program with the ability to acquire the medications, fluids, and controlled substances necessary for its treatment protocols. Medical Director shall ensure adherence, at all times, to all policies, procedures and directives dealing with the security and handling of controlled substances, medications, and fluids.

Medical Director shall provide documentation of insurance coverage as specified in specimen agreement attached.

It is anticipated that the Medical Director will enter into an agreement with Leon County as per attachment B. The Medical Director shall be an agent of Leon County and not an employee. The County intends to extend its sovereign immunity to the medical director of the Emergency Medical Services program.

EXHIBIT B

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**MEDICAL DIRECTION SERVICE AGREEMENT
DRAFT 3/20/03**

AGREEMENT made this ____ day of June 2003, between LEON COUNTY, FLORIDA, a political subdivision of the state of Florida with its principal place of business at 301 Monroe Street, Tallahassee, Florida 32301 and _____, ("Contractor"), a Florida corporation, with its principal place of business at _____.

Wherefore, On _____ 2003, Leon County BCC (hereinafter "Board") awarded the Medical Direction service contract to Contractor.

Wherefore, Contractor and the County now desire to enter into this Medical Direction Service Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties to this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the parties do covenant and agree as follows:

SECTION 101. PURPOSE

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of Emergency Medical Services Medical Direction Services in Leon County.

SECTION 102. COOPERATION

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement. Accordingly, the Parties further agree in good faith to mutually undertake resolution of disputes, if any, in an equitable and timely manner so as to limit the need for costly, time-consuming, adversarial proceedings to resolve such disputes.

SECTION 103. CONTRACT DOCUMENTS

The following Appendices are attached to and made part of this Agreement:

- Appendix A. Ambulance-First response Service Agreement
- Appendix B. Communication System Description (to be developed)
- Appendix C. Medical Operations Manual (to be developed)
- Appendix D. Certificates of Insurance

This Agreement, together with the foregoing Appendices, constitutes the entire Medical Direction Service Agreement between the Parties with respect to the provision of Medical Direction services; shall supersede any prior agreement, contract or memorandum of understanding between the Parties regarding such services; and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties.

**ARTICLE II
DEFINITIONS**

SECTION 201. WORDS AND TERMS

"Advanced Life Support" or "ALS" means treatment of life-threatening or non-life-threatening trauma and medical conditions through the use of techniques such as endotracheal intubation, the administration of drugs or intravenous fluids, cardiac monitoring, and cardiac defibrillation by a qualified person, pursuant to Section 401.23(1) Florida Statutes.

"Advance Life Support Service" means any emergency medical transport or nontransport services which uses advanced life support techniques.

"Ambulance Contractor" means the entity contracted by the County to provide Ambulance Services and Mental Health Interfacility Transport Services.

"Ambulance Services" means the emergency, non-emergency, interfacility, critical care, and other Specialized Rescue and other specialized transport services offered by Leon County through its Ambulance Contractor.

"Ambulance" means any vehicle permitted by the Department, approved by the EMS Program Director, and operated by the Ambulance Contractor which is equipped to provide Advanced Life Support services and used for the transportation of Patients.

"Ambulance Driver" means any person who meets the requirements of Section 401.281, Florida Statutes.

"Basic Life Support" or "BLS" means treatment of life-threatening and non-life-threatening trauma and medical conditions by a qualified person through the use of techniques such as patient assessment, cardiopulmonary resuscitation (CPR), splinting, obstetrical assistance, bandaging, administration of oxygen, application of medical antishock trousers, administration of a subcutaneous injection, and other techniques described in the Emergency Medical Technician Basic Training Course Curriculum of the United States Department of Transportation. The term "basic life support" also includes other techniques which have been approved and are performed under conditions specified by rules of the State of Florida Department of Health, Bureau of Emergency Medical Services.

"Board" means the Leon County Board of County Commissioners.

"Caller" means a person accessing the EMS system by telephone.

"Certificate of Public Convenience and Necessity" means that certificate issued by the Board pursuant to Leon County Code of Laws, Chapter 8, Article III, Division 2.

"Continuing Medical Education" or "CME" means the required Continuing Medical Education for the continuing and remedial education and training of all EMS Personnel in coordination with the Contractor.

"Contractor" means _____ a Florida Corporation, with its principal place of business at xxx Street, Tallahassee, Florida xxxxx.

"County" means Leon County, Florida, a political subdivision of the State of Florida.

"Department" means the State of Florida Department of Health, Bureau of Emergency Medical Services.

"Director" means the County Administrator or his designee.

"Disaster" means an occurrence of a severity and magnitude that normally results in death, injuries, and/or property damage, and which cannot be managed through routine procedures and resources of the EMS Program.

"Emergency Medical Dispatcher" or "EMD" means a paramedic who is specially trained and certified to provide pre-arrival instructions and priority dispatch in accordance with the Priority Dispatch Protocols.

"Emergency Medical Technician" or "EMT" means any person who is trained in Basic Life Support who is certified by the Department to perform such services in emergency and non-emergency situations.

"EMS" means Emergency Medical and Transport Services.

"EMS Advisory Council" means the Leon County Emergency Medical Services Advisory Council.

"EMS Communications Center" means the facility or portion of a facility and communications system.

"EMS Emergency" means any occurrence or threat thereof, in the County or any municipality therein, or in any surrounding County or Counties which may result in unexpected increased demand for EMS services and is designated as such by the EMS Program Director.

"EMS Ordinance" means Chapter 8, Article III, Division 2 of the Leon County Code of Laws.

"EMS Personnel" means the Physicians, Paramedics, Registered Nurses, EMTs, EMDs and Transport drivers employed by the Ambulance Contractor.

"EMS Program" means the network of organizations and individuals established to provide emergency medical services to citizens of the County and includes: all ALS and Critical Care Ambulance Services, all ALS and BLS First Response Services, EMS Communications Center operations, Medical Direction Services, citizen CPR training and public education.

"First Responder Services" means the rapid response of EMS Personnel to medical and traumatic emergencies to provide patient assessment and ALS or BLS patient care, as necessary, at the scene of an emergency and Specialized Rescue services.

"First Responders" means any municipality, fire districts, entities, as listed in Appendix A, or any future entities under contract with the EMS Program and located within Leon County that possesses (1) a valid Certificate of Public Convenience and Necessity, and (2) a valid agreement with the County to provide ALS or BLS First Responder Services.

"Fiscal Year" means the period commencing October 1 in any given year and ending September 30 of the following consecutive year.

"Medical Direction" or "Medical Direction Services" means the (1) clinical oversight and leadership, protocol and policy development (offline and online medical control), policy effectiveness research, (2) establishing medical supply and equipment standards, (3) Quality Assurance and Quality Improvement services including the investigation of complaints, (4) the certification, re-certification including "charge" testing of EMS Personnel, (5) the identification of training deficits in the EMS System and the approval of all CME training materials and curriculum, (6) field observation of EMS Personnel rendering patient care, (7) conducting and sponsoring medical research and clinical trials of new treatments or equipment.

"Medical Director" means the physician who (1) is a duly licensed osteopathic or medical doctor in the State of Florida, (2) meets the requirements of the Department, (3) is board certified in emergency medicine, (4) meets the requirements of the EMS Ordinance and (5) has a valid employment agreement with the Contractor, to serve as the clinical leader of the EMS Program.

"Medical Operations Manual" means the clinical, operational and administrative procedures, protocols and guidelines, a copy of which shall be attached hereto and incorporated as reference to Appendix C, prepared by the Medical Director for the EMS Program and to be approved by the EMS Advisory Council.

"Mental Health Interfacility Transport Services" means the interfacility transportation of mental health clients, in accordance with Chapter 394, Florida Statutes, and any successor statute.

"Paramedic" means a person who certified by the Department to perform Basic and Advanced Life Support procedure, pursuant to the provisions of Section 401.23 (17), Florida Statutes.

"Party" or "Parties" means either the County or Contractor, or both, as the context of the usage of such term may require.

"Patient" means an individual who is ill, sick, injured, wounded, or otherwise incapacitated, and is in need of, or is at risk of needing, medical attention or care on scene and/or during transport to or from a health care facility.

"Performance Requirements" means the requirements of this Agreement intended to ensure; (1) clinical and operational performance is consistent with approved medical standards and protocols; (2) Contractor is unrelenting in its effort to detect and correct performance deficiencies; and (3) Contractor assist the County in upgrading the performance and reliability of the EMS Program; (4) Contractor meets all the requirements of providing Medical Direction Services; (5) Contractor meets all of the requirements of providing a Medical Director.

"Priority Dispatch Protocols" means the interrogation protocols and pre-arrival instructions, as set forth in the "Advanced Medical Priority Dispatch System" (AMPDS) guidelines developed by the National Academy of Emergency Medical Dispatch (NAEMD), or any successor method approved by the Director, the Ambulance Contractor, the Medical Director, and the EMS Advisory Council.

"Protocols" means protocols, procedures and standards to be followed by all EMS personnel including, but not limited to, clinical treatment protocols; standing orders; multiple casualty incident and disaster protocols; transport protocols including hospital destination, hospital bypass and first Responder transports; trauma transport protocols and use of helicopter ambulances; protocols for the transfer of patient care and professional interaction between EMS personnel; onscene medical authority; standard for allowed clinical procedures; policies and protocols to govern Specialized Rescue teams and situations; standards for emergency (9-1-1) and non-emergency EMS call-taking, call processing and radio and data communications including, but not limited to, priority dispatch and pre-arrival instruction protocols; standards for patient care reporting and record keeping; standards for Baker Act transport services and wheelchair vehicle services.

"Provider" means the person serving in the capacity of medical director for the Leon County Emergency Medical Serviced program who is an agent of Leon County and not an employee of Leon County.

"Quality Assurance Review" means an audit, inquiry or review, by the Medical Director into procedures and practices of EMS Personnel, First Responder-Ambulance Contractor on an individual EMS incident or overall EMS Program performance or compliance.

"Registered Nurse" means a person licensed to practice professional nursing pursuant to the provisions of Chapter 464, Florida Statutes and any successor statute.

"Response Vehicle(s)" means the emergency response vehicle(s) owned, insured, equipped and operated by the Contractor, and approved by the County, for the purpose of responding to emergencies to render assistance and to observe the operation of the EMS System.

"Rules and Regulations" means the rules and regulations adopted by the EMS Advisory Council as may be developed and amended from time to time.

"Specialized Rescue" means the hazardous materials response team(s), tactical (SWAT) EMS teams, and technical rescue teams provided by the Ambulance Contractor-First Response to mitigate emergency situations and effect the rescue of Patients.

"State of Emergency" means a Disaster which has been declared by proclamation State, County, or a municipality in the County.

"State" means the State of Florida.

"Wheelchair Transport" means the services and vehicles for the transport of wheelchair bound clients within the County.

SECTION 202. TERMS GENERALLY

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and

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neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval" and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

ARTICLE III REPRESENTATIONS

SECTION 301. REPRESENTATIONS OF COUNTY

The County represents to Contractor that each of the following statements are presently true and correct:

- (a) Existing. The County is a political subdivision of the State of Florida and has all requisite power and authority to carry on its business as now conducted, and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.
- (b) Due Authorization. This Agreement has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by the County and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof, contravenes any existing law, judgment, government rule, regulation, or order applicable to or binding on the County.
- (c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of the County enforceable against the County in accordance with the terms thereof, except as such enforceability may be affected or limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.
- (d) Financial Capability. The County is fully capable, financially and otherwise, to perform its obligations hereunder.

SECTION 302. REPRESENTATIONS OF CONTRACTOR

Contractor represents and warrants to the County that each of the following statements are presently true and correct:

- (a) Existing. Contractor has been organized and validly exists, under the laws of the State of Florida, as having all requisite power and authority in Florida to carry on its business as now conducted, to own or hold or otherwise its properties, and to enter into and perform its obligations under this Agreement and under each instrument described herein to which it is or will be a party.
- (b) Due Authorization. This Agreement has been duly authorized by all necessary actions on the part of, and has been duly executed and delivered by, Contractor, and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof at the time such action is required (i) requires the approval and consent of any other party, except such as have been duly obtained, certified copies thereof having been delivered to the Authority; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on Contractor; or (iii) the corporate charter or bylaws of Contractor or any other agreement or instrument in existence on the date of this Agreement to which Contractor is a party.
- (c) Enforceability. This Agreement constitutes a legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws, from time to time in effect, which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

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(d) No Litigation. There are no pending, or to the knowledge of Contractor, threatened actions or proceedings before any court or administrative agency to which Contractor is a party, questioning the validity of this Agreement of any document or action contemplated hereunder, or which are likely, in any case or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder.

(e) Financial Capability. Contractor is fully capable, financially and otherwise, to perform its obligations hereunder.

ARTICLE IV DUTIES AND RESPONSIBILITIES OF CONTRACTOR

SECTION 401. MEDICAL DIRECTOR

- (a) Obligation to provide a Medical Director. Contractor shall continuously employ/retain licensed physician to provide clinical leadership to the EMS Program and serve as its sole Medical Director. Contractor shall ensure that its employment agreement fully discloses the requirements of this agreement and requires that if the Medical Director intends to voluntarily resign the position, he/she shall continue to serve as the Medical Director until such time as a replacement physician is approved by the County.
- (b) Requirements of the Medical Director. Medical Director shall:
 - 1) be a duly licensed to practice as a medical or osteopathic doctor in the State of Florida;
 - 2) be experienced in adult and pediatric prehospital care and is board certified in emergency medicine by the American Board of Emergency Medicine;
 - 3) meet the requirements of the Department through applicable Florida Statutes and Administrative Code;
 - 4) meet the requirements of the EMS Ordinance;
- (c) Duties and Responsibilities of the Medical Director. Medical Director shall:
 - 1) assume direct responsibility for the clinical activities performed by all EMS Personnel performing within the EMS Program;
 - 2) discharge all duties identified in Florida Statutes, Florida Administrative Code, the EMS Ordinance, the Rules and Regulations and the Medical Operations Manual;
 - 3) be an active participant in a statewide physician group involved in pre-hospital care, and
 - 4) be an active participant in the EMS physicians group organizations that promote high performance EMS Programs.
- (d) Replacement or resignation of the Medical Director. County may request the replacement of the Medical Director, with or without cause.

SECTION 402. MEDICAL OPERATIONS MANUAL

- (a) Comprehensive Review. Contractor shall develop and conduct an on-going and comprehensive review of all written Protocols, rules, regulations and standards as may be necessary to ensure reliable service delivery in the EMS Program and appropriate patient care. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council and interested physicians, Ambulance-First response Contractor, EMS Personnel, and the County. Contractor shall complete its comprehensive review of all Protocols of the EMS Program and present the proposed changes to the EMS Advisory Council for approval prior to the end of each Fiscal Year.

- (b) **Criteria for Implementing Changes.** Contractor shall ensure that the following criteria are met prior to activating a new protocol or procedure within the EMS Program:
- 1) Protocol has been thoroughly researched and supported by medical literature, field evaluation where applicable, and the analysis of available EMS Program data;
 - 2) Such research and data is fully documented;
 - 3) Protocol has been reviewed by the Ambulance-First Response Contractor and the Director;
 - 4) All Protocols that relate to the Protocol being amended are evaluated to ensure consistency and accuracy;
 - 5) All supporting Protocols such as medication formulary, procedures and related Protocols are updated simultaneously;
 - 6) Protocol is approved by the EMS Advisory Council.
 - 7) Protocol, supporting documents, implementation instructions are distributed to the Ambulance-First Response Contractor prior to training or implementation;
 - 8) Training through the CME program has been completed if necessary, prior to implementation, and
 - 9) All criteria are met prior to requesting the purchase of medical supplies, equipment or medications.
- (c) **Annual Review and Publication.**
Prior to January 1 of each Fiscal Year, Contractor shall publish and distribute, at its own cost, a fully comprehensive manual, entitled the Medical Operations Manual, that includes all Protocols including all changes that were approved at the end of the prior Fiscal Year and any quarterly updates not already incorporated in the prior year's Medical Operations Manual. The Medical Operations Manual shall be professionally reproduced, spiral bound and each year the color of its cover shall change and include the effective date.
- (d) **Printing and Distribution.**
Contractor shall distribute, at its own cost, a copy of the Medical Operations Manual and quarterly updates to each Certified Paramedic employed by the ALS and/or BLS First Response agency, each ALS First Response unit, every ALS capable Specialized Rescue unit, the Ambulance Contractor, every Ambulance, every hospital, and multiple copies as requested by the County for archival purposes. Contractor shall make an electronic version available to each Paramedic and/or EMT that becomes affiliated with the EMS Program during the year. Contractor shall obtain and retain a written confirmation of receipt from every Ambulance-First response Contractor for each annual Medical Operations Manual. Contractor shall obtain and retain a written confirmation of receipt from Certified Paramedics for each annual Medical Operations Manual issued. Such written confirmation of receipt shall state clearly that Certified Paramedics are individually accountable and obligated to follow all rules, regulations and protocols of the EMS Program.
- (e) **Quarterly Updates.**
Contractor shall quarterly publish, an update to Protocols that must be changed prior to publishing the next annual Medical Operations Manual. Such updates shall adhere to the requirements listed in subsections (a), (b), and (d) above.

SECTION 403. CONTINUING MEDICAL EDUCATION

Contractor shall be responsible for ensuring the quality of the CME training provided to the EMS Program by:

1. Reviewing and approving all curriculum and courses for the CME training program prior to EMS Personnel being trained;
2. Actively participating in the CME steering committee;
3. Make staff available to serve as subject matter experts or curriculum consultants to the core and remedial CME programs;
4. Assist in developing procedures to evaluate the clinical impact and effectiveness of the entire CME

- program;
5. Evaluate the educational effectiveness of instruction, courses and programs in consultation with the CME provider;
6. Shall provide at least two (2) hours of CME class training per month for CME credits. Classes may be taped at First responder-ambulance contractor discretion and used for training for CME credit for personnel not in attendance at scheduled classes.
7. Advise the Director and the EMS Advisory Board in the event the EMS CME provider believes the quality of the CME program is not sufficient to ensure high quality patient care is provided by EMS Personnel;
8. Monitor and audit a CME course each six months, and
9. Medical Director shall monitor and audit two CME class sessions per year.

SECTION 404. QUALITY MANAGEMENT

Contractor shall apply Quality Management Principles in their efforts to continuously improve Medical Direction Services. Contractor and the County shall endeavor to apply Quality Management Principles in their collaborative efforts to improve the EMS Program. Contractor shall cooperate with the EMS Program in monitoring its compliance with the requirements of this Agreement. Contractor shall issue activity reports and other information as requested by the EMS Program. Contractor shall assist the Ambulance-First Response Contractor in efforts to implement Quality Management Principles.

SECTION 405. QUALITY ASSURANCE AND IMPROVEMENT

- (a) **Quality Assurance Review.**
Contractor shall establish procedures for routine auditing of EMS Program performance and adherence to Protocols on individual EMS incidents and overall EMS Program compliance. The purpose and tone of the Quality Assurance Review process shall be positive and educational. Contractor may, at any time and without limitation, conduct a Quality Assurance Review investigation or audit to ensure that EMS Personnel, Ambulance-First response Contractor comply with the Protocols and Rules and Regulations. Contractor shall take actions necessary, in accordance with Section 409 of this agreement to ensure that EMS Personnel conduct themselves professionally, have appropriate clinical assessment and treatment skills, appropriate clinical and operational decision-making skills, and adhere to Protocols, Rules and Regulations. Contractor may require remedial training of EMS Personnel. Such remedial training may be conducted by the Contractor, Ambulance-First response Contractor at the Medical Director's discretion. The method and extent of the investigation employed during any given Quality Assurance Review shall be determined by the Medical Director in consultation with the County. Any individual or agency may request a Quality Assurance

Review of any EMS incident in which they were involved, including:

1. the general public;
2. the Patient, Patient's legal guardian, healthcare surrogate or power of attorney;
3. the Patient's personal physician;
4. hospital or health care facility personnel;
5. the Ambulance-First Response agency;
6. any individual EMS Personnel, and
7. the EMS Advisory Council

The Contractor may also conduct special audits in response to observations or customer feedback given to the County, Medical Director, or EMS Advisory Council members.

- (b) **Emergency Medical Review Committee.** Medical Director shall establish an emergency medical review committee or committees in accordance with the provisions of Section 401.26, F.S. Medical Director may assemble such committee(s) on an ad hoc basis to serve in the capacity of a peer review board.

- (c) Registries. Medical Director shall gather, maintain and ensure that accurate data is collected on the following types of EMS incidents and interventions including, but not limited to every:
1. Quality Assurance Review;
 2. drowning and submersion incidents;
 3. sudden cardiac arrest incident;
 4. automatic external defibrillators (AEDs) within the community;
 5. trauma alert as defined by the Department;
 6. intubation whether attempted or established;
 7. helicopter transport;
 8. ALS or BLS First Response transport;
 9. failures or defects in medical devices or medical supplies, and
 10. field observation, responses and activities of the Contractor, in accordance with Section 410 of this agreement. Medical Director shall regularly share and report all such data to EMS Personnel, Ambulance-First response Contractor and the County to continuously improve the EMS Program in accordance with this Section.

SECTION 406. MEDICAL EQUIPMENT AND SUPPLIES

- (a) Comprehensive Review. Medical Director shall conduct an on-going and comprehensive review of all EMS medical equipment, medications and medical supplies as may be necessary to ensure reliable service delivery in the EMS System and excellence in patient care. In conducting the review, the Medical Director shall take into consideration the results of Quality Assurance Reviews, review of medical literature, and input from the EMS Advisory Council, interested physicians, First Responder-Ambulance Contractor, EMS Personnel, and the County. Medical Director shall complete its comprehensive review of all EMS Program medical supplies and equipment and present the proposed changes to the EMS Advisory Council for approval prior to the end of each Fiscal Year.
- (b) Criteria for Implementing Changes. Medical Director shall ensure that the following criteria are met prior to activating new medical equipment or supplies within the EMS Program:
- 1) Proposed medical equipment or supplies have been thoroughly researched, supported by medical literature, a field evaluation completed when applicable, and the analysis of available EMS Program data;
 - 2) Such research and data is fully documented;
 - 3) Medical equipment or supplies have been reviewed by the Ambulance-First Response contractor and the Director;
 - 4) All Protocols related to the medical equipment or supplies have been changed and evaluated to ensure consistency and accuracy;
 - 5) Medical equipment or supplies are approved by the EMS Advisory Council, if necessary;
 - 6) Protocol, supporting documents and implementation instructions are distributed to the Ambulance-First Response Contractor prior to training or implementation, and
 - 7) Training through the CME program has been completed, if necessary, prior to implementation.
- (c) Inventory Control. Medical Director shall ensure that inventory control standards including the minimum and maximum numbers of EMS medical equipment, medications and medical supplies to be stocked on Ambulances, ALS and BLS First Response Units (both transport and non-transport capable) and Specialized Rescue Units are developed and maintained. Further, Medical Director shall establish such standards for Ambulance Contractor Stations and ALS and BLS First Response stations. Medical Director shall establish a listing of mandatory equipment, medications and medical supplies that must be on board an Ambulance or ALS First Response unit for it to respond to EMS incidents.

SECTION 407. CERTIFICATION OF EMS PERSONNEL

- (a) Certification Process. Medical Director shall assist in validating that all EMS Personnel meet the

initial requirements and continuously comply with the established standards as required by Section 401.27 Florida Statutes. Medical Director shall have oversight and authorization responsibility for all annual medical review evaluations of Ambulance-First response contractor paramedic personnel.

- (b) Clinical Orientation. Medical Director shall, provide at least an eight (8) hour orientation course at least semiannually to ensure that new EMS Personnel have been thoroughly trained and tested in the Protocols of the EMS Program. New EMS Personnel must demonstrate adequate clinical skills in a training environment and possess a thorough understanding of the structure, finance, and operation of the EMS Program and its underlying structure and philosophy.

SECTION 408. FIELD ACTIVITY AND SYSTEM MONITORING

Medical Director shall substantially perform and document in its summary report to the County evidence of the following required activities:

1. Direct field observation of EMS Personnel performing patient care at a minimum of six (6) EMS incidents per year;
2. Visit and interact with EMS Personnel, hospital emergency department staff, and other public safety personnel on a regular basis. Medical Director shall document at least three (3) visits to a Ambulance-First response Contractor station, and
3. Ride along and observe field activity as a crew member on an Ambulance-First Response unit for a minimum of eight (8) hours per quarter. Such field responses, visits and ride-alongs shall be distributed equally among each of the Ambulance-First response Contractor and the hospitals on an annual basis.
4. Shall design and implement a system for hospital emergency department personnel (physician and nursing staffs) to conduct evaluations of EMS medical care. All formal complaints to be in writing and to be reviewed by the Medical Director or designee. The Medical Director's written findings will be submitted to the First responder-ambulance contractor for inclusion in EMT/Paramedic employee's personnel file. The Medical Director, as appropriate, shall report any incident and findings as required by Section 401.265 Florida Statute.

SECTION 409. INTEGRATED DATA SYSTEM

- (a) Integrated Data System. Medical Director shall assist the EMS Program in data collection and reporting all relevant data regarding the activities of every component of the EMS Program. Medical Director shall, without additional compensation:
- 1) Require all Medical Director personnel to comply with all record-keeping and data entry requirements of the EMS Program.
 - 2) Develop and routinely produce and deliver to County a complete record of data from Quality Assurance databases established by the Medical Director.
 - 3) Comply with information, coding and data format conventions as specified by the EMS Program.
- (b) Ownership of Data and Records. Medical Director agrees that all data, whether written or an electronic file, relating to the EMS Program patients, operations including, but not limited to, research and quality assurance databases, hospital status and capability, and continuing education rosters are all the property of the County.
- (c) Use of Medical Director Software. Medical Director hereby grants to County a personal, non-exclusive, non-transferable license to use all software, including web pages, both computer-executable program(s) and source code, developed by the Medical Director in the performance of this agreement for the County's internal use. The County shall receive copies of all software updates and upgrades created by the Medical Director at no cost. For the purpose of this section, "internal use" shall include unlimited use by EMS Program and its employees, agents and Medical Directors in the course of the EMS Programs business in Leon County, Florida when requested in writing by the County. County represents and warrants to Medical Director that County has no right, title or

ownership interest in software or in intellectual property developed by the Medical Director. In the event that this agreement is terminated, all software shall continue to be used without limits, at the discretion of the County, for internal use.

SECTION 410. PERSONNEL

The Parties understand that the EMS Program requires professional and courteous conduct at all times.

SECTION 411. NOTIFICATIONS

Medical Director shall make reasonable efforts to notify the Director of Leon County Health and Human Services Division or designee, via telephone, electronic medium, verbally or written, upon occurrence, of the following:

1. Changes in the bypass status of any hospital;
2. Bed delays at any hospital;
3. Significant complaints, unusual occurrences or investigations;
4. Emergency protocol changes;
5. Instances when an acting Medical Director is providing medical coverage;
6. Radio, telephone, or computer network failures, and
7. A Daily Report of significant clinical activities of the prior day.

SECTION 412 COORDINATION AND APPROVAL

Medical Director shall notify the Director or their designee, in writing, thirty (30) days prior to implementing changes in protocols or equipment standards, except emergency actions deemed necessary to ensure public health, safety and welfare. Medical Director shall request the approval of the EMS Advisory Council before adopting changes to any protocol, equipment standards or rules and regulations developed by the Medical Director prior to implementation except emergency actions deemed necessary to ensure public health, safety and welfare. Medical Director shall request the approval of the Director prior to endorsing, applying for, or requesting grants, aids, or special programs.

SECTION 413. CONSTITUENT AND QUALITY ASSURANCE MEETINGS

Medical Director or his alternate shall attend the meetings of the EMS Advisory Council and EMS Program constituents and stakeholders for the purpose of information of the Medical Director's activities and to provide an opportunity for feedback regarding clinical policies in the EMS Program. Medical Director shall conduct a meeting with the Director, Leon County, Health and Human Services division to discuss the clinical status of the EMS Program and discuss Quality Assurance Reviews on a quarterly basis. Medical Director shall conduct a meeting with the Ambulance-First Response Contractor to discuss the clinical status of the EMS Program and discuss Quality Assurance Reviews on a quarterly basis.

SECTION 414. ANNUAL REPORT

Medical Director shall present a written annual report, not to exceed thirty pages, and present a verbal briefing to the EMS Advisory Council the beginning of the Fiscal Year 2004 on the prior Fiscal Year's clinical achievements and clinical goals of the EMS Program for the next consecutive Fiscal Year.

SECTION 415. DISASTER ASSISTANCE AND PLANNING

Immediately upon notification by the County of a Disaster, State of Emergency or EMS Emergency, Medical Director shall commit all resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or EMS Emergency has occurred. Medical Director will actively cooperate in planning, updating, and following the Leon County Comprehensive Emergency Management Plan, including, but not limited to,

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participation in disaster drill critiques and providing a representative to the meetings of the Disaster Advisory Council, and for emergency management drills and activation of Emergency Operations Center at Medical Director's sole expense.

SECTION 416. PUBLIC INFORMATION AND EDUCATION

Medical Director shall regularly, or upon request, prepare and make available statistical reports on clinical and operational activities and the occurrence of serious illnesses and injuries that occur within the EMS Program to assist in efforts to increase public awareness and education on a wide variety of health and safety issues. Such reports shall cover topics that include, but are not limited to, traffic fatalities, sudden cardiac arrest and the use of automatic defibrillators, cardiopulmonary resuscitation (CPR), strokes and drowning. Such reports shall be distributed to Ambulance-First response Contractor, the County, mass media and non-profit associations that promote public awareness and education. Such reports must be pre-approved by the Director prior to distribution.

SECTION 417. ETHICS AND COMPLIANCE

Medical Director shall at all times conduct its business and perform its responsibilities under this Agreement in accordance with ethical business practices. Medical Director, its agents, employees, and Medical Director shall provide services hereunder in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Medical Director further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding the determination of medical necessity. Medical Director shall assist the EMS Program, Ambulance-First response Contractor on an as needed basis to maintain any ambulance billing compliance programs implemented by the EMS Program.

ARTICLE V DUTIES AND RESPONSIBILITIES OF COUNTY

SECTION 501. COMMUNICATIONS INFRASTRUCTURE

Except as otherwise provided herein, the County shall furnish, own and maintain, at no cost to Medical Director portable radios for up to six (6) personnel; pagers for up to six (6) personnel; initial installation of all such equipment; and maintenance of such equipment throughout the life of this Agreement, except for losses and repairs due to loss, theft, abuse, or neglect. The County shall replace portable radios according to its normal replacement schedule.

ARTICLE VI INSURANCE AND INDEMNIFICATION

SECTION 601. MINIMUM INSURANCE REQUIREMENTS

Medical Director shall pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the County within sixty (60) days of the execution of this agreement of: a certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and, upon request, a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

- (a) Worker's Compensation limits as required by law;
- (b) Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual Premises/Operations, Products/Completed Operations and Personal Injury covering the liability assumed under indemnification provisions of this Agreement, with limits of liability for personal injury and/or bodily injury, including death, of not less than One Million and 00/100 (\$1,000,000.00) Dollars, each occurrence; and property damage of not less than One Million and

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00/100 (\$1,000,000.00) Dollars, each occurrence. (Combined Single Limits of not less than One Million and 00/100 (\$1,000,000.00) Dollars, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis.

- (c) Professional Liability and Medical Malpractice Insurance, including errors and omissions, for all services provided under the terms of this agreement with minimum limits of One Million and 00/100 (\$1,000,000.00) Dollars per occurrence; or claims made form with "tail coverage" extending four (4) years beyond the term of the agreement. Proof of "tail coverage" must be submitted with the invoice for final payment. In lieu of "tail coverage", Medical Director may submit annually to the County a current Certificate of Insurance proving claims made insurance remains in force throughout the same four (4)-year period.
- (d) One Million and 00/100 (\$1,000,000.00) Dollars umbrella coverage combined single limit .

SECTION 602. ADDITIONAL INSURANCE REQUIREMENTS

Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage or limits, a written notice thereof shall be given to the County. Medical Director shall also notify the County within twenty-four (24) hours after receipt of any notices of expiration, cancellation, non-renewal or material changes in coverage received by said Medical Director from its insurer.
- (b) Companies issuing the insurance policy, or policies, shall have no recourse against the County for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of Medical Director.
- (c) Leon County shall be endorsed to the required policy or policies as an additional insured, exclusive of professional liability insurance and workers compensation insurance with waiver of subrogation.
- (d) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention of whatever nature. Medical Director hereby waives subrogation rights for loss or damage against the County.

SECTION 603. INDEMNIFICATION

Medical Director covenants and agrees that it will indemnify and hold harmless the EMS Program and the County and all of their officers and employees, from any claim, loss, damage, cost, charge or expense, including any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree brought or recovered against it by reason of any act, action, neglect or omission by Medical Director, its agents, or employees, during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject.

ARTICLE VII COMPENSATION AND OTHER FINANCIAL PROVISIONS

SECTION 701. COMPENSATION

County shall pay Medical Director the annual amount of \$_____, and adjust the amount for inflation in accordance with Section 704 of this agreement, for the provision of Medical Direction Services. Payments shall be made monthly in arrears in approximately equal payments after subtracting any deductions set forth in Section 702 of this agreement. Payment shall be made within forty-five (45) days after receipt and acceptance by the County of a written invoice for services rendered during the preceding calendar month in accordance with the Florida Prompt Payment Act, §218 Florida Statutes. Each invoice shall include an activity report that summarizes the Medical Directors efforts and accomplishments during the preceding

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month.

SECTION 702. PENALTIES FOR FAILURE TO COMPLY WITH PERFORMANCE REQUIREMENTS

In the event Medical Director fails to comply with any of the Performance Requirements of this agreement, the County shall issue within five (5) days of notification to Medical Director a written warning describing such failure and requiring that Medical Director cure the non-compliance within thirty (30) days of the County's warning. Should Medical Director's noncompliance continue beyond thirty (30) days after receipt of such warning, the County may deduct from the Medical Director's compensation in amount equal to fifty and 00/100 (\$50.00) Dollars for each day or occurrence Medical Director remains in non-compliance. If the non-compliance continues for more than three (3) consecutive days or occurrence, the County may deduct, in addition to the amounts already deducted, an amount equal to five hundred and 00/100 (\$500.00) Dollars for each day Medical Director continues to be in noncompliance. Persistent and repeated failure of Medical Director to comply with any of the Performance Requirements may result in termination of the agreement.

SECTION 703. REIMBURSEMENT FOR DISASTER ASSISTANCE

At the conclusion of a Disaster, State of Emergency, EMS Emergency, Medical Director shall determine its direct marginal costs incurred in the course of rendering such disaster or EMS Emergency assistance, and shall present such cost statement to the EMS Program for review, acceptance, and reimbursement. The cost statement associated with rendering aid under disaster or EMS Emergency conditions shall be based solely upon the direct marginal costs incurred by Medical Director in the course of rendering such assistance, and shall not include costs of maintaining production capacity that would have been borne by Medical Director to meet normal service requirements if the disaster or EMS Emergency had not occurred. Only reasonable and verifiable reimbursement of direct marginal costs shall be made relative to Medical Director performance during disaster or EMS Emergency conditions.

SECTION 704. AUTOMATIC ANNUAL INFLATION ADJUSTMENT

Beginning on December 30, 2003 and annually thereafter, Medical Director's compensation for all services and deductions shall be subject to an automatic inflation adjustment as follows: The amounts shall be increased by the medical CPI of the Consumer Price Index during the most recent twelve (12)-month period for which published figures are then available from the U.S. Department of Labor, but not to exceed five and one-half percent (5.5%) or cause a reduction in compensation during any single adjustment. For the purpose of this Agreement, "Consumer Price Index" shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor," using the Year 1982 as a base of one hundred (100).

SECTION 705. AUDITS AND INSPECTIONS

At any time during normal business hours, and as often as may reasonably be deemed necessary, the County's representatives may inspect Medical Director's operations for quality assurance purposes. Medical Director shall make available to the County for its examination its written records with respect to all matters covered by this Agreement. County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this Agreement. Medical Director shall provide the County with direct access to its Quality Assurance and Quality Improvement data and future database systems in the format requested by the County, at no additional cost to the County. Databases and reports shall be in a mutually-agreeable format. The County's right to observe and inspect operations or records in Medical Director's business office shall, however, be restricted to normal business hours, and reasonable notification shall be given Medical Director in advance of any such visit. Medical Director shall retain all records pertaining to this Agreement for a period of at least five (5) years after final payment is made.

SECTION 706. FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify Medical Director of such occurrence and this Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.

ARTICLE VIII TERM AND TERMINATION

SECTION 801. TERM

This Agreement shall be for three (3) years, commencing July 1, 2003 and end at midnight, June 30, 2006. This Agreement may be renewed for up to two (2) consecutive three (3)-year periods after the initial term. This option shall be exercised only if all prices, terms, and conditions remain the same, and approval is granted by the County. The effective date of this agreement shall be July 1, 2003.

SECTION 802. TERMINATION

- (a) **Termination For Cause.** This agreement may be terminated by the County for cause if at any time the Medical Director fails to fulfill or abide by any of the terms or conditions of this agreement. "Cause" shall include, but not be limited to, the event that Medical Director fails to provide a County approved Medical Director as provided in section 401 of this agreement and substantial breach of any covenant or warranty contained in this Agreement; provided, however, that in the case of a breach of covenant or warranty, the County shall provide written notice of such breach and the Medical Director shall have the opportunity to cure such breach within five (5) calendar days of receipt of such notice.
- (b) **Termination Without Cause.** This agreement may be terminated at will at the option of the County upon thirty (30) days written notice and by the Medical Director upon one hundred and twenty (120) days written notice. In the event of such notice by the County, the Medical Director shall be entitled to all compensation earned to the date of termination.

ARTICLE IX MISCELLANEOUS

SECTION 901. ASSIGNMENT

Medical Director shall not assign any portion of this agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this section shall be cause for termination of the Agreement and, at the option of the County, shall not convey any rights to the assignee. Any change in Medical Director's ownership shall, for purposes of the Agreement, be considered a form of assignment. The County shall not unreasonably withhold its approval of requested change in ownership, so long as the transferee is of known financial and business integrity and the County has the opportunity to research the transferee's background.

SECTION 902. NONDISCRIMINATION IN EMPLOYMENT

Medical Director will not discriminate against any applicant for employment because of age, race, color, religion, marital status, sexual orientation, sex or national origin. Medical Director will take affirmative action to ensure that applicants are employed, and that during employment employees are treated equally without regard to age, race, color, religion, sex or national origin. Such action shall include, but not be limited to, recruiting and related advertising, layoff or termination, upgrading, demotion, transfer, rates of pay and compensation, and selection for training, including apprenticeship. Medical Director will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Medical Director shall make reasonable accommodations for employees with

disabilities and comply with the federal requirements of the Americans with Disabilities Act (ADA).

SECTION 903. NOTICES

All notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to County:

County Administrator
Leon County Courthouse
301 South Munroe Street
Tallahassee, Florida 32301

If to Medical Director:

Medical Director
Address
Address

SECTION 904. ENTIRE AND COMPLETE AGREEMENT

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.

SECTION 905. OTHER DOCUMENTS

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

SECTION 906. APPLICABLE LAW

The law of the State shall govern the validity, interpretation, construction and performance of this Agreement.

SECTION 907. WAIVER

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty or covenant contained in this Agreement is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

SECTION 908. SEVERABILITY

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

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SECTION 909 RELATIONSHIP

The Provider, through its EMS medical director, shall provide professional medical care for all emergency-response patients in Leon County. The Provider, through its EMS medical director, shall assist in and share the responsibility for the establishment of high standards of medical care, be accountable to Leon County for the administration of such standards of medical care, and assist Leon County in the general management and supervision of operations and the training of EMS medical personnel.

The parties do hereby agree to affiliate and cooperate for their mutual benefit in the operation of the Leon County EMS program in order to accomplish the following purposes: (1) The provision of single high quality standard of health and medical services to the public. (2) The provisions of EMS services.

It is expressly agreed and acknowledged by the parties that the Provider is, at all times hereunder, acting and performing as an agent, but not an employee of Leon County, in furnishing professional medical services within the scope of the authority conferred by this agreement. Nothing herein is intended to waive or limit any rights of Leon County, its employees, agents and officers, has pursuant to section 768.28, Florida Statutes, of any other limiting law.

SECTION 910. HEADINGS

Captions and headings in this Agreement are for ease of reference and do not constitute a part of this Agreement.

SIGNATURES ARE ON FOLLOWING PAGES

DRAFT

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers, have caused this Agreement to be executed on this ____ day of _____, 2003.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation.
(State or place of incorporation)

He/she is personally known to me or has produced _____ as
identification. (type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

DRAFT

LEON COUNTY, FLORIDA

BY: _____
Tony Grippa, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

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**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Leon County Board of County Commissioners

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn

statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into

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a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

- _____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- _____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(signature)

Sworn to and subscribed before me this _____ day of _____, 200__.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____

Printed, typed, or stamped

DRAFT

commissioned name of notary public

Form PUR 7068 (Rev 06/11/92)

DRAMA

MINORITY BUSINESS ENTERPRISE PROGRAM PARTICIPATION OF MBEs/WBEs

SECTION 1

Bidder _____

Please mark the correct statement.

- _____ Bidder is non-MBE/WBE and has no MBE participation. Please complete Sections 2 & 4.
 _____ Bidder is non-MBE/WBE and has MBE participation. Please complete Sections 3 & 4.
 _____ Bidder is certified/certifiable MBE/WBE. Please complete Section 4 and enclose copy of letter or other proof of certification.

SECTION 2

Please briefly describe efforts made to secure MBE/WBE participation for this bid (attach additional sheets as needed):

SECTION 3

Please list below the names of MBE vendors who will perform the indicated phases of work for the amounts shown. Bidder shall indicate whether subcontractor is Black (B) or Non-Black (NB). Attach additional sheets as necessary.

Name, Address, and Telephone Number of MBE Vendor	Type Material(s) Service(s) Supplied	Amount of Subcontract	Black (B) or Non Black (NB)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

	<u>Black</u>	<u>Non-Black</u>
Total Value of MBE Participation:	\$ _____	\$ _____
Total Project Base Bid:	\$ _____	\$ _____
MBE Participation as % of Total Base Bid:	\$ _____	\$ _____

SECTION 4

The Bidder acknowledges the Leon County MBE policy and the provisions specified for this bid. If applicable, bidder certifies that the above list of minority vendors and the respective contract amounts and percentages of the total bid are accurate. In witness, hereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of

_____ A.D., 200____.

Signed: _____ Title: _____

ITN Title: Invitation To Negotiate for Medical Direction Services
Proposal Number: BC-05-13-03-40
Opening Date: Tuesday, May 13, 2003 @ 2:00 PM

DRUG FREE WORKPLACE STATEMENT

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE

TITLE

ITN Title: Invitation To Negotiate for Medical Direction Services
Proposal Number: BC-05-13-03-40
Opening Date: Tuesday, May 13, 2003 @ 2:00 PM

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

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LOCAL VENDOR CERTIFICATION

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a) Has had a fixed office or distribution point located in and having a street address within Leon County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and
- b) Holds any business license required by the County, and, if applicable, the City of Tallahassee (please attach copies); and
- c) Employs at least one (1) full time employee, or two (2) part time employees whose primary residence is in Leon County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Leon County.

Please complete the following in support of the self-certification and submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name:	Phone:
Current Local Address:	Fax:
If the above address has been for less than six months, please provide the prior address.	
Length of time at this address	
Number of Employees and hours worked per week by each:	
Name and Address of Owner(s) who reside in Leon County and who in total own at least 50% or more of the business. Attach additional sheets as necessary.	Percentage of Ownership
1.	
2.	

Signature of Authorized Representative_____
DateSTATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

By _____, of _____,
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)a _____ corporation, on behalf of the corporation. He/she is personally known to me
(State or place of Incorporation)or has produced _____ as identification.
(type of identification)_____
Signature of Notary_____
Print, Type or Stamp Name of Notary

Return Completed form with
supporting documents to:

Leon County Purchasing Division

Title or Rank

2284 Miccosukee Road
Tallahassee, Florida 32308

DRAFT

Attachment # 1
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Serial Number, If Any